

**TESSER & COHEN**

946 Main Street  
Hackensack, New Jersey 07601  
(201) 343-1100  
Danielle Cohen  
dcohen@tessercohen.com

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X

GREENMAKER INDUSTRIES OF  
CONNECTICUT, LLC,

Plaintiff,

Civil Action No.: 2:24-cv-920

-against-

ACOUSTIC WOOD DESIGNS  
LLC,

**COMPLAINT**

Defendant.

-----X

Plaintiff, Greenmaker Industries of Connecticut, LLC, by way of  
Complaint against Defendant, Acoustic Wood Designs LLC, allege as follows:

**THE PARTIES**

1. Greenmaker Industries of Connecticut, LLC (“Greenmaker” or  
“Plaintiff”) is a company with its principal place of business located at 885  
Conklin Street, Farmingdale, New York 11735.

2. Upon information and belief, defendant Acoustic Wood Designs  
LLC (“AWD”) is a company with its principal place of business located at  
10936 Highway A, Grovespring, Missouri 65662.

### **JURISDICTION**

3. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000 and by virtue of diversity of citizenship of Plaintiff and Defendant, this Court has jurisdiction over this action under the provisions of 28 U.S.C. §1332.

4. Venue of the following claims is laid in this District pursuant to 28 U.S.C. §1391(a) because a substantial part of the events giving rise to the claims occurred in this judicial district.

### **BACKGROUND FACTS**

5. Greenmaker and AWD entered into a contract for AWD to fabricate and provide certain products for a project known as BGI Office Lab Tower (the “Project”).

6. Greenmaker made payments as required by the parties’ contract, yet AWD failed to pay its subcontractors and suppliers resulting in a mechanic’s lien being filed against the Project.

7. Additionally, Greenmaker was notified that a UCC lien was filed against AWD’s accounts receivables and of attempts being made to enforce the UCC lien.

8. As a result, Greenmaker became concerned about AWD’s financial viability and ability to complete its work and provide the required products.

9. Greenmaker also became aware that it had substantially overpaid AWD and had not received products and materials that were commensurate with the payments made.

10. As a result, Greenmaker terminated its contract with AWD.

**FIRST COUNT**  
**(Breach of Contract)**

11. Greenmaker and AWD entered into a contract for AWD to fabricate and provide certain products for the Project.

12. AWD breached the contract, failed to properly perform under the contract, and failed to remit payment to its subcontractors and suppliers.

13. As a result of AWD's breach of contract, Greenmaker has incurred significant damages.

**WHEREFORE**, Plaintiff, Greenmaker Industries of Connecticut, LLC, demands judgment against Defendant, Acoustic Wood Designs LLC, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

**SECOND COUNT**  
**(Breach of the Covenant of Good Faith and Fair Dealing)**

14. Greenmaker repeats each and every allegation contained in the preceding paragraphs, as if same were set forth at length herein.

15. AWD breached the covenant of good faith and fair dealing contained or implied in the contract due to AWD's actions or inactions.

16. As a result of said breach, Greenmaker has suffered significant damages.

**WHEREFORE**, Plaintiff, Greenmaker Industries of Connecticut, LLC, demands judgment against Defendant, Acoustic Wood Designs LLC, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

**THIRD COUNT**  
**(Conversion)**

17. Greenmaker incorporates by reference the above paragraphs as if set forth at length herein.

18. AWD willfully and/or negligently deprived Greenmaker of its right and possession of certain property which includes, but is not limited to, monies paid to AWD which are not commensurate with the work performed by AWD to date.

19. AWD has wrongfully exercised dominion over Greenmaker's property.

20. AWD's actions have resulted in an illegal conversion of Greenmaker's property.

21. Greenmaker has made reasonable demands to AWD for the release of property, but AWD has refused to release the property to Greenmaker.

22. AWD is liable to Greenmaker for the release of the property.

**WHEREFORE**, Plaintiff, Greenmaker Industries of Connecticut, LLC, demands judgment against Defendant, Acoustic Wood Designs LLC, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

**FOURTH COUNT**  
**(Common Law Fraud)**

23. Greenmaker repeats each and every allegation contained in the preceding paragraphs, as if same were set forth at length herein.

24. AWD knowingly made misrepresentations to Greenmaker that omitted, concealed and suppressed information regarding AWD's ability to fabricate and provide the products under the parties' contract.

25. AWD's material misrepresentations included but are not limited to AWD's financial viability and ability to perform under the contract.

26. AWD knew that Greenmaker would rely upon the representations for purposes of performing the construction at the Project.

27. In reliance upon AWD's material misrepresentations, Greenmaker proceeded with the contract and believed that AWD had paid its suppliers and subcontractors.

28. As a result, Greenmaker has been damaged as a direct and proximate result of AWD's material misrepresentations.

**WHEREFORE**, Plaintiff, Greenmaker Industries of Connecticut, LLC, demands judgment against Defendant, Acoustic Wood Designs LLC, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

**FIFTH COUNT**  
**(Tortious Interference)**

29. Greenmaker repeats each and every allegation contained in the preceding paragraphs, as if same were set forth at length herein.

30. AWD, fraudulently, dishonestly, and/or illegally interfered with Greenmaker's prospective economic advantage in completing the Project.

31. AWD had no justification or excuse for its action.

32. There is a reasonable probability that, but for AWD's interference, Greenmaker would have had garnered an economic gain.

**WHEREFORE**, Plaintiff, Greenmaker Industries of Connecticut, LLC, demands judgment against Defendant, Acoustic Wood Designs LLC, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

Dated: New York, New York  
February 6, 2024

TESSER & COHEN  
Attorneys for Plaintiff,  
Greenmaker Industries of  
Connecticut, LLC

By: 

Danielle Cohen, Esq.  
946 Main Street  
Hackensack, New Jersey 07601  
(212) 226-1900

**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues.

Dated: New York, New York  
February 6, 2024

TESSER & COHEN  
Attorneys for Plaintiff,  
Greenmaker Industries of  
Connecticut, LLC

By: 

Danielle Cohen, Esq.  
946 Main Street  
Hackensack, New Jersey 07601  
(212) 226-1900